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& RICE**

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August 15, 2005

Number of Pages: 7

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C/M

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USPTO

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703-872-9306

Revocation of Power of Attorney and Appointment of New Power of Attorney

WINSTON.1461829v3

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: David J. Buckley
Serial No.: 10/643,636
Filed: August 18, 2003
For: DISPATCHER FOR WIRELESS DEVICE APPLICATIONS

CERTIFICATE OF FACSIMILE TRANSMISSION

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

I hereby certify that this correspondence and the attached Revocation of Power of Attorney and Appointment of New Power of Attorney are being facsimile transmitted to the U.S. Patent and Trademark Office, Fax. No. 703-872-9306, on August 15, 2005.

Jan Everhart

Typed or printed name of person signing this certificate


Signature

WINSTON 1493388v1

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AUG 15 2005

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In Re Application of: David J. Buckley
Patent Application Serial No.: 10/643,636
Filed: August 18, 2003
For: DISPATCHER FOR WIRELESS DEVICE APPLICATIONS

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

**REVOCATION OF POWER OF ATTORNEY
AND APPOINTMENT OF NEW POWER OF ATTORNEY**

Motricity, Inc., owner and assignee of the entire interest in U.S. Patent Application No. 10/643,636, by an assignment document recorded contemporaneously herewith (copy attached), hereby revokes any and all former Powers of Attorney, and appoints the firm of **WOMBLE CARLYLE SANDRIDGE & RICE, PLLC**, One Atlantic Center, Suite 3500, 1201 West Peachtree Street, Atlanta, Georgia 30309, comprising the attorneys associated with Customer ID No. **26158**, as its attorneys with full power of substitution and revocation to transact all business in the Patent and Trademark Office connected therewith.

PLEASE DIRECT ALL FUTURE COMMUNICATIONS REGARDING
THIS MATTER TO:

Jeffrey R. McFadden, Esq.
Womble Carlyle Sandridge & Rice, PLLC
One Atlantic Center, Suite 3500
1201 West Peachtree Street
Atlanta, Georgia 30309
Tel: 336-721-3730
Fax: 336-726-8061

MOTRICITY, INC.

Signature of Officer

Ryan K. Wuerch

Typed or Printed Name of Officer

Chief Executive Officer

Title of Officer

Date: July 29, 2005
Attorney Check No. M40147

WINSTON 1488166v1

CONFIRMATORY ASSIGNMENT OF PATENTS

THIS CONFIRMATORY ASSIGNMENT OF PATENTS (this "Assignment"), dated effective as of July 29, 2005 (the "Effective Date"), is from **M7 NETWORKS, INC.**, a Delaware corporation ("Assignor") to **MOTRICITY, INC.**, a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, immediately prior to the Effective Date, Assignor was the legal or equitable owner of all right, title and interest in the patent applications set forth in Schedule A attached hereto and incorporated herein by reference (the "Patent Applications"); and

WHEREAS, Assignor and Assignee now desire to confirm as a matter of public record the assignment of the Patent Applications to Assignee.

NOW, THEREFORE, for and in consideration of the foregoing recitals (which are part of this Assignment), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee the entire right, title and interest in and to (i) the inventions and improvements disclosed and described in said Patent Applications, (ii) the Patent Applications, (iii) any divisional, continuation, and reissue applications describing in whole or in part the said inventions and improvements, together with all the rights, powers, privileges and immunities arising or accrued therefrom, (iv) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of any of the rights granted by this Assignment, including all claims for injunctive or declaratory relief, restitution, damages (including any statutory, enhanced or punitive damages), profits, costs (including attorneys' fees) and for other monetary award, with the right to sue for and collect the same in any court of competent jurisdiction, for Assignee's sole benefit, and (v) the right to make further application(s) for patent or other similar protection for any inventions disclosed in the Patent Applications anywhere in the world together with the rights to claim priority for such application(s). Assignee hereby intends that the grant and maintenance of patent or other similar protection arising from any of the Patent Applications, or pursuant to any such further application(s), shall be in the name of and shall vest in the Assignee to hold unto the Assignee absolutely.

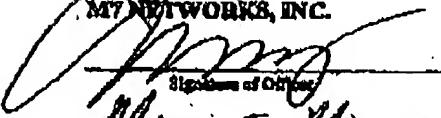
2. Assignor further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Patent Applications and all other rights hereby conveyed.

3. The expression "the Assignor" and "the Assignee" shall where the context so admits include their respective legal successors, representative, and assigns.

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Confirmatory Assignment to be duly executed by its authorized officer, to be effective as of the Effective Date.

ASSIGNOR:

M7 NETWORKS, INC.


Signature of Officer
Mark J. Munoz
Typed or Printed Name of Officer
Chief Operating Officer
Title of Officer

STATE OF CALIFORNIA

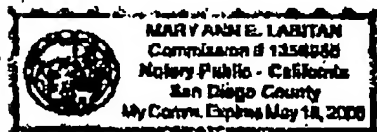
COUNTY OF SAN DIEGO

I, MARY ANNE LABITAN, a Notary Public, hereby certify that MARK MUNOZ personally came before me this day, and first being duly sworn, acknowledged the execution of the foregoing instrument, all in his/her capacity as COO, and in the name and for and on behalf of M7 Networks, Inc., a corporation organized under the laws of the State of Delaware.

Witness my hand and notarial stamp or seal, this 28th day of JULY, 2005.

My commission expires: MAY 18, 2006


Notary Public

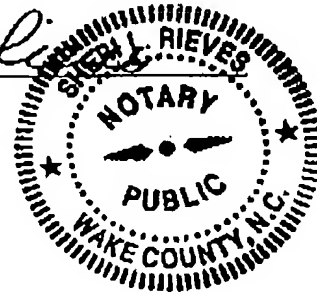


APPROVED AND ACCEPTED BY ASSIGNEE:

MOTRICITY, INC.


Signature of OfficerMatthew Petzold
Typed or Printed Name of OfficerChief Financial Officer
Title of OfficerSTATE OF North CarolinaCOUNTY OF Wake

I, Shari L. Rieves, a Notary Public, hereby certify that Matthew Petzold personally came before me this day, and first being duly sworn, acknowledged the execution of the foregoing instrument, all in his/her capacity as Chief Financial Officer and in the name and for and on behalf of M7 Networks, Inc., a corporation organized under the laws of the State of Delaware.

Witness my hand and notarial stamp or seal, this 29 day of July, 2005.My commission expires: 6-26-2010Shari L. Rieves
Notary Public

SCHEDULE A - Patent Applications

Patent No. (P.N.) or Application No. (S.N.)	Title	Country	Filing Date
S.N. 10/351,078	Wireless Device Hub System and Method	US	January 23, 2003
S.N. 60/353,012	On Demand Wireless Multimedia System and Method	US	January 29, 2002
S.N. 60/418,895	Wireless Device Hub System and Method	US	October 15, 2002
S.N. 10/607,408	On Demand Wireless Multimedia System and Method	US	June 25, 2003
S.N. 10/643,636	Dispatcher for Wireless Device Applications	US	August 18, 2003
S.N. PCT/US2004/026604	Dispatcher for Wireless Device Applications	WO	August 17, 2004
S.N. 10/687,055	Rating Service for Wireless Device Applications	US	October 15, 2003